



Gary Community School Corporation

Doing What is Best for Students - Today - Tomorrow - Everyday

EMERGENCY MANAGER REPORT

DISTRESSED UNIT APPEALS BOARD (DUAB)

December 12, 2019

Prepared by



**Gary
Schools
Recovery, LLC**



Distressed Unit Appeals Board

Emergency Manager Report

Prepared by Gary Schools Recovery, LLC

December 12, 2019

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I.0 EMERGENCY MANAGER UPDATE

EMERGENCY MANAGER'S SUMMARY

As I conclude my first year as Emergency Manager of the Gary Community School Corporation, I feel it is appropriate for ALL of the GCSC Family Members to celebrate the huge successes that occurred during 2019. All of these successes will have a positive impact on the lives of the children of Gary as well as the Gary community.

Many great things continue to happen in the Gary Community School Corporation. Below I have identified some examples of achievements that have occurred within the Gary Community School Corporation in 2019:

- ♦ Expanded Pre-School Offerings
- ♦ Expanded Kindergarten Offerings
- ♦ Expanded Middle School offerings by creating two specialty focused campuses
 - Bailly STEM Academy
 - Gary Middle School for the Visual and Performing Arts
- ♦ Expanded Elementary Education options at McCullough Elementary School
 - McCullough Academy for Boys and Girls
- ♦ Established the Buddy Project to bring volunteers into schools
- ♦ Expanded Community Outreach through
 - Meet Dr. Pete Programs
 - Community meetings in Schools
- ♦ WLTH Bi-weekly radio show with guests
- ♦ Monthly WGVE radio show
- ♦ POPS Anti-violence initiative
- ♦ Gary Literacy Coalition and GCSC Partnership
- ♦ Established the Northwest Indiana Insurance Trust for Teachers

I would love to add that, for the first time in many years, the Gary Teachers Union received an increase in pay. This pay was in the form of a “one-time” stipend and will be distributed to all staff members prior to the Christmas Holiday. This increase would not have been possible without the support of DUAB.

Another highlight for our staff members is the formation of the Northwest Indiana Insurance Trust. This insurance trust allows our teachers, and teachers from Highland, Lowell and North

Judson, with access to improved coverage, lower “out of pocket” costs, and no cost access to health clinics. This is significant for our staff and their families.

I would also like to add that school security remains a key focus and we will address school safety during our January 14, 2020, Emergency Manager’s Public Forum. We will also address safety measures in regards to facilities that are currently in operation and those that are closed.

GARY COMMUNITY SCHOOL CORPORATION EVENTS

DR. MORIKIS’ CALENDAR OF EVENTS

- ♦ 2nd & 4th Mondays - Meet Dr. Pete J's Breakfast Club – 10:00am
- ♦ 2nd & 4th Tuesdays – Radio Broadcast (WLTH) – 12:30
- ♦ November 2 – Phi Delta Kappa Luncheon – 10:00am
- ♦ November 8 – GTU Meeting - 4:00pm
- ♦ November 12 – Emergency Manager Public Forum – 6:00pm
- ♦ November 13 – Public Meeting (Approval of Teacher’s Contract) – 4:30pm
- ♦ November 18 – GTU Meeting – 9:00am
- ♦ November 26 – Lakeshore Classic Luncheon – 11:30am
- ♦ November 29-30 – Lakeshore Classic Basketball Tournament – 6:00pm

GCSC DISTRICT HAPPENINGS

- ♦ November 27-29 - Thanksgiving Break

GCSC DEPARTMENT UPDATES

DEPARTMENT OF BUSINESS SERVICES

Ms. Lisa Rosinko, CFO/COO

GOALS AND UPDATES

December

Payroll upload to RDS Financial Software

- ◆ District payroll and related benefits are manually updated monthly. Uploading is currently up to date until September, 2019, the deadline to complete all transactions is set for January 20, 2020.

Uploading financial and payroll data to new vendor LOW Associates

- ◆ Start date is 1-1-2020
- ◆ Train employees November and December
- ◆ Run trial run payroll reports for November and December

Northwest Indiana School Insurance Trust

- ◆ New health and vision insurance with wellness clinics for January 1, 2020 start date
- ◆ Complete open enrollment November and December 2019
- ◆ Set up HSA for HD plans in payroll start deductions for January 3, 2020 payroll
- ◆ Update Employee Handbook
- ◆ Realign benefits for classified employees
- ◆ Complete by January 20, 2020
- ◆ Release to employees for signature February 1, 2020

Risk insurance

- ◆ Attain quotes for all risk insurance to start January 1, 2020
- ◆ Because all risk insurance ends on different dates in the calendar year, I am working on having the renewals end January 1 each year for all policies
- ◆ As an example, property and casualty will begin January 15, 2020 and end December 31, 2020.

Building Corporation

- ◆ The present Gary Community School Building Corporation has been inactive for several years. Members have resigned or passed away. I am working on approving new members from the community to reside on the board.
- ◆ Secure community members for board by December 6, 2019.

- ♦ Approve board members prior to the end of the calendar year.
- ♦ Hold a building corporation meeting in January 2020 for bond refunding.

Refunding 2013 bond issue

- ♦ The 2013 bond issue is up for renewal in January 2020. Northern Trust Bank, the bond holder, is no longer going to be financing so we will reduce our debt by refunding the bonds.
- ♦ Secure data for preliminary official's statement by middle of December.
- ♦ Work with bond attorney and bond financial officer to secure and approve refund bonds by the end of January 2020 based on the financial market.
- ♦ Potential savings for refunding the bonds are estimated at \$750,000

Realign positions and duties in the administration office

- ♦ The present positions in the administration office will be realigned with the new financial software being implemented in January 2020. Job duties can be streamlined to accommodate and increase efficiencies throughout the district.
- ♦ Implementation will be rolled out the second week of January for a start time of February 2020.

DEPARTMENT OF ELEMENTARY EDUCATION

Ms. Karon Ramsey, Director

GOALS AND UPDATES

December

- ♦ Conducting required principal conferences and completing mid-year evaluations.
- ♦ Attending principals' dashboard presentations to listen and provide feedback to improve student achievement.
- ♦ Planning principals and teachers professional development for implementation of supplemental materials.

November

- ♦ Assessed current status needs of elementary schools.
- ♦ Site visits to elementary schools to monitor and support principal's development, identify areas for improvement and assess principals' effectiveness.
- ♦ Attended principals' dashboard presentations to listen and provide feedback to improve student achievement.

DISTRICTWIDE F.A.C.E.

Mrs. Tennille Foster, Coordinator

GOALS AND UPDATES**December**

- ♦ Continue to collect for: Help Keep Me Warm for the Winter: (Hats, Scarfs, Gloves, Gently Used or New Coats.)
- ♦ Make sure we continue to provide services for Foster and McKinney Vento students.
- ♦ Give out 10 baskets from the district office.

November

- ♦ Infinite Campus Access Codes For Parents
- ♦ Right to Knows letters sent to families

DEPARTMENT OF HUMAN RESOURCES

Ms. Melissa Jones-Henderson, Director

GOALS AND UPDATES**December**

- ♦ Strengthen Employee Infrastructure and Improve HR Culture
- ♦ Revise/Recreate Employee Handbook
- ♦ Revise onboarding processes and establish new employee orientation workshops
- ♦ Implement random background checks per state policies
- ♦ Continue old and start new CPS investigations
- ♦ INPRS updates
- ♦ End of year closeout with VIBE
- ♦ Complete Public Records request
- ♦ Meet with attorneys
- ♦ Meet with new payroll company
- ♦ Review payroll
- ♦ Continue CPS Investigations/Interviews/closeouts
- ♦ Auditing INPRS Contributions
- ♦ Inputting stipends for teachers and paras
- ♦ Working on Federal Program document for Dr. McNulty

DEPARTMENT OF INSTRUCTIONAL TECHNOLOGY

Mr. Michael Gillespie, Coordinator

GOALS AND UPDATES

December

- ♦ The IT Department is working to make Infinite Campus more user friendly for parents and guardians.
- ♦ Internal GCSC computer and network systems have been streamlined for speed (Cisco switch path modifications).
- ♦ Teachers and Students are utilizing Dell 70" Interactive monitors for classroom activities on a daily basis.
- ♦ Domain Names
- ♦ School City of Hammond visit (IT Department)
- ♦ Vendor Payments

DEPARTMENT OF PUBLIC RELATIONS

Mrs. Chelsea Whittington, PR Director

Ms. Crystal O'Brien, Coordinator

GOALS AND UPDATES

December

Social Media

- ♦ End of year goal of 10% increase on all social media platforms
- ♦ Content created during break (consistency)
- ♦ School Christmas Programs
- ♦ GAPS @ Arthouse

Website Content

- ♦ Build out school pages
- ♦ Working on department pages

Community Relations

- ♦ Christmas to Remember (Dec. 14th)
- ♦ Shop with a Cop (Dec. 21st)

PR Goals

- ♦ User-friendly Website Redesign

- ♦ Develop/Adopt Social Media Policy
- ♦ Expand Social Media Reach by 25%
- ♦ Raise positive awareness of GCSC
- ♦ 2nd Enrollment Campaign Starting in January

November

Social Media

- ♦ Girls Basketball Games
- ♦ Lakeshore Classic (Live promotion)
- ♦ STEM Program @ McCullough
- ♦ Bailly STEM Holiday Party (Dec. 4th)
- ♦ McCullough Veterans Day Program
- ♦ Banneker Student of the Month
- ♦ Father/Daughter Dance
- ♦ Lion King

Website Content/Online

- ♦ Cancellation of School, Tuesday Nov. 19th
- ♦ Reorganized Student - Parent Tab
- ♦ Calendar Updated on website
- ♦ Bus Schedules updated
- ♦ RFP's for multiple departments

Community Relations

- ♦ St. Timothy donation
- ♦ Times tours of Schools (GMS, Career Center)
- ♦ Approval of Teachers Contract
- ♦ Visit from State Senator, Ford
- ♦ WLTH
- ♦ EM Public Forum
- ♦ J's Breakfast Club

Miscellaneous

- ♦ Social Media Training Completed (all schools)
- ♦ GCSC 2nd E-Blast – 12/6 – any important content to be added

DEPARTMENT OF SECURITY SERVICES

Det. Simon Lillie, Director

GOALS AND UPDATES

December

- ♦ Security Staff will receive CPI training on December 14, 2019.
- ♦ Will conduct assessment of closed buildings to see what needs to be boarded up and secured throughout the district.
- ♦ Setting up city wide safety and security panel for security leads in all schools along with the Gary Police Department to partner on resources and ideas on how to form a safer environment for our students, staff, and community.
- ♦ Prepare all students, administration, and school personnel for inclement weather.
- ♦ To meet with all principals in reference to reporting individuals that have been expelled to security division and coming up with a log and list of students and persons throughout the city and from other schools throughout the city who have committed violent or criminal acts in any school. These individuals will be trespassed from all GCSC properties including all sports related events and any other events, and will not be allowed on any GCSC properties.
- ♦ Start getting quotes for 2 vehicles for security services for next fiscal year. Last vehicles were purchased in 2010 and are on their last leg.
- ♦ Establish clarity on investigative issues throughout the district, who should be involved for certain types of investigations and what immediate action should take place according to the type incident.
- ♦ Will work on transferring security systems in all other schools from ABC alarm to American Eagle security and fire systems.

November

- ♦ For the month of November, we were able to start on the opened building security assessments throughout the district but will continue them through December and will get all schools ready for state safety and security audits. All schools are currently up to date with all drills and they will continue to be monitored. Fire and security systems have been installed and all administrator doors have been updated at West Side as well. BGM security system has been installed and is now operational as well.

DEPARTMENT OF SPECIAL POPULATIONS

Mrs. Iliana El-Khalani, Director

GOALS AND UPDATES

December

- ♦ Staffing
- ♦ Suspension PDs
- ♦ Seclusion and Restraint PDs
- ♦ Behavior plan implementation Oversight
- ♦ MTSS/Data
- ♦ Attendance/Truancy
- ♦ Evening out caseloads, collapsing classes due to low enrollment, and teacher movement
- ♦ Life Skills Café and Laundromat
- ♦ Early Intervention programming Planning
- ♦ Transition Planning
- ♦ Complete some ongoing goals
- ♦ Writing Crisis Plan in collaboration with Edgewater
- ♦ MTSS Model Schools PLC Meetings
- ♦ December 1 Count
- ♦ SE/EV reporting
- ♦ Completed the Crisis Plan and sent it for approval
- ♦ Created a partnership with University of Illinois for Social Work Interns
- ♦ In the process of creating a partnership with CSU
- ♦ We are looking for a behavior specialist, special education teacher, and several paras.
- ♦ Meeting with the deans to provide SE PD.

November

- ♦ Created the following partnerships for Interns: U of Illinois (Social Work), Purdue (Nursing), Governor State (OT). Still in the process of finalizing the crisis plans. We are planning to meet with the principals to provide PD.

Schools/Facilities Visited

- ♦ Beveridge
- ♦ Williams

- ♦ McCullough
- ♦ Edgewater
- ♦ GPA
- ♦ Bethune

STUDENT TRANSPORTATION

Mr. Joey DeLeon, Director

GOALS AND UPDATES

December

Metric	KPI (As of 12/1/2019)
Achieve 93% on time arrivals and departures by Dec 31, 2019	<u>89% achieved.</u>
Provide transportation to 100% of known foster children by EOM (Monthly goal)	<u>100% achieved.</u>
Realize 5% savings from last year's expenses within the first 3 months of the 2019/2020 School Year	<u>7% savings achieved</u>
Achieve bus ridership within capacity thresholds for 90% of routes by Dec 31, 2019	<u>88% achieved</u>

- ♦ Document MV Transportation Process
- ♦ Working with ILC on reporting requirements due GCSC per contract
- ♦ Continue to direct SOP events, e.g., reroutes, new requests (MV, SPED, GENED), incident reports, bus video requests. (ONGOING)

November

- ♦ New Bus Attendant Permanent Assignment to Bethune (DONE)
- ♦ Prepare and submit DOE Transportation Reports to Rosinko (DONE)
- ♦ Finish October ILC Invoice review (DONE)
- ♦ \$13,081.95 cost avoidance since 10/2/19 by converting MV routes from bus price to van price.
- ♦ Planning on getting para staff into clinic for physical examinations starting 1/6/2020. (NEEDS COUNSEL)
- ♦ Follow-up with Boys & Girls Club (Joiner) and Douglas Center (Miller) (ADDED B&G CLUB STOP FROM GMS)
- ♦ Continue to direct SOP events, e.g., reroutes, new requests (MV, SPED, GENED), incident reports, bus video requests. (ONGOING)

MCKINNEY-VENTO TRANSPORTATION PROCESS

Acronyms Used	
FCM – Family Care Managers	DOT – Department of Transportation
GCSC – Gary Community School Corporation	IEP – Individualized Education Plan
ESSA – Every Student Succeeds Act	SPED – Special Education
POC – Point of Contact	GenED – General Education
Definitions	
Gary	The City of Gary, Indiana
Host	A non-Gary district where a student lives
Instruction	The district where a student is enrolled
Checklist	“POC Checklist for Decision Making: Best Interest in School of Origin Determination”
Form 49812	Indiana State Form 49812 (R3/9-15) – “ANNUAL NOTIFICATION OF CONTINUATION OF PLACEMENT IN SCHOOL CORPORATION”

HOMELESS CHILDREN

The majority of communications are in the form of a narrative about the situation via email. If the displacement is within the Gary city limits, the transportation department will offer information on existing stops near the location where the homeless child is staying. If the child is in a shelter or hotel, transportation will make arrangements to add the shelter or hotel to the route.

FOSTER CHILDREN

The majority of communications are in the form of a brief narrative about the situation AND an attachment. The attachment will either be a Checklist, or Form 49812, or both.

NOTE: Some children in foster care may still be eligible for McKinney-Vento services if they are in transitional shelters or motels. However, most foster children without transportation stipulations in their IEPs will ride with the general population under most circumstances.

Process	
1.0	Gary District POC sends documentation to GCSC-DOT
2.0	Determine Host / Instruction Locations
2.1	If the student address is in a Host District, and the student is to remain enrolled in the Instruction District, then, GCSC-DOT coordinates transportation with Host District to secure AM transportation to the Instruction District.
2.2	If the student address is inside the Gary, IN (Home District) and the student is to remain enrolled in a Gary school (Instruction District), then, GCSC-DOT will determine if the child has an IEP with a door-to-door stipulation. If the child does not have an IEP, See Step 3.
2.2.1	If the child has an IEP and requires door-to-door pickup AND the child resides within the city of Gary, IN, an additional stop is added to an existing Special Education (SPED) route.
3.0	Existing Stop Determination
3.1	If there is a bus stop near the student's home, the student will ride with GenED population at the existing bus stop.
3.2	If there is no stop near the student's home, the student will ride with GenED population at a new stop which would have been added to the existing routes.

Note: This is a process document. A procedures document did not exist at the time this document was drafted.

DEPARTMENT OF TRUANCY/ATTENDANCE/MCKINNEY VENTO

Mr. Terrance Little, Supervisor

GOALS AND UPDATES

December

- ♦ Reduce the truancy rate
- ♦ Improve attendance rate
- ♦ Reduce expulsion rate
- ♦ Updating spreadsheets
- ♦ Helping Truancy Officers fill out the spreadsheets
- ♦ Reading over improper expulsion hearings
- ♦ Trying to find partnerships for truant students
- ♦ Conducting school-wide truancy PD
- ♦ Completed Northwest Indiana McKinney-Vento Training

WEST SIDE THEATER GUILD

Mr. Mark Spencer, Director

GOALS AND UPDATES

December

- ♦ Preparing WSTG back catalog for local public access cable viewing over Holiday break.
- ♦ Working with Mrs. Foster to book student performances of the Lion King.
- ♦ Visited GMS and West Side. Spoke with teachers and security staff.

November

- ♦ All technology has arrived for the installation of the WSTG media room. Wiring and testing will begin on 11/8/19. Test runs of the technology with talent in place will take place before winter break.
- ♦ Lion King Jr. poster and flyer campaign is underway. We are requesting each school to place posters and flyers in high traffic areas.
- ♦ Continued rehearsal sessions for **Lion King** WSTG and **Junk Man's Christmas** GMS.
- ♦ Support staff at GMS for VPA with classroom needs:
 - installing replacement speakers to the theatre awnings and lower roof
 - installing digital sound mixers at both the house and monitor positions in the main theatre space

2.0 COMMUNICATION REPORT



Gary Schools Communications Update

12/12/19

Social Media Snapshot



6,200

Followers as of December 6, 2019

(An increase of 76 followers since our November meeting, and an increase of 2,200+ followers since tracking began May 1, 2019)



343



160



Social Media Workshop – Dec. 4



Your Role as a GCSC Social Media Ambassador

- Serve as the online voice for your school
- Develop and post engaging content (events, photos, announcements, etc.)
 - Grow your online audience
 - Share content from the GCSC
- Monitor and respond to inquiries from followers
 - Report any cyberbullying or any inappropriate online conduct
- Protect the brand and integrity of your school and District



GCSC Connections Corner

Gary Community School Corporation
Doing What is Best for Students - Today - Tomorrow - Everyday

GCSC Connection Corner
NEWS, UPDATES AND GREAT STORIES WITHIN OUR DISTRICT

The Cougars, ranked No. 1 in the preseason by the Post-Tribune
West Side's Quimori Peterson

UPCOMING PUBLIC MEETINGS

STUDENT SPOTLIGHT

TOP-NOTCH TEACHER

THANKFUL HARVEST
Recap to the ways we showed thanks to our students

Season of Giving Thanks



Edition 2 - December 6, 2019
SENT: Email, Sent Dec 6, 2019 9:00 AM

14%
OPEN RATE

10%
CLICK RATE

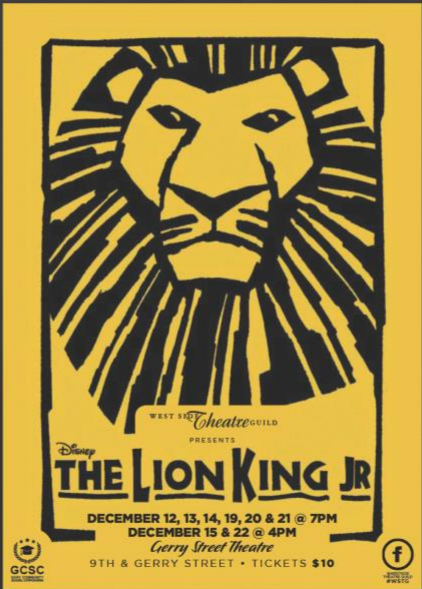
Upcoming Dates in the District

December 19th - End of 2nd Grading Period
December 20th Records & Professional Development
December 21st – Shop with a Cop
December 23rd-January 3rd - Winter Break

As Seen Around the District



You are Cordially Invited



3.0 NORTHWEST INDIANA SCHOOL INSURANCE TRUST



Northwest Indiana School Insurance Trust

Gary Community Schools





NEW TRUST DISCUSSIONS

July 25, 2019

Overview of Indiana Trusts & Consortiums

Over the years, small to mid-size Indiana school corporations have migrated toward multiple group arrangements referred to as Trusts or Consortiums. Interest continues to gain momentum as more focus is placed on efforts to control health care costs and find other opportunities to gain purchasing advantages and adopt best practices for other benefits and school related services. Schools are looking for ways to improve employee awareness, provide access to quality health care benefits, and develop an overall healthier population in the hope of minimizing future financial liability.

HEA 1260, passed by the Indiana Legislature in 2011 specified certain requirements and recommendations for school corporation health coverage programs. One primary component of the mandate is the employer share of the cost of coverage may not exceed the State's contribution [toward the cost of coverage in the State employee health plan] plus 12%. In 2015, the legislation updated the law and made the reporting voluntary. Those not in compliance within specified timeframes must develop a plan to achieve compliance OR are required to join the State employee health plan. The 2015 language also allowed for Trusts and Consortiums to not only apply best practices, but also medically underwrite any new school applying to join.

This focus at the state level has given a new sense of urgency to on-going discussions of pooling resources and sharing of services.

Formation of a Trust or Consortium creates a single, large employer contract that is generally a self-funded (Trust) and subject to MEWA rules, or a fully-insured/shared-funded (Consortium) which is *not* subject to MEWA regulations.

This single contract approach offers a number of advantages:

- Spreading of claims experience over a larger group—greater predictability
- Greater leverage in the marketplace—both insurers and third party administrators may be more willing to negotiate lower rates and offer service performance contracts
- The ability to offer multiple medical plan options in schools that may be too small for this diversity on their own
- Increased accountability among plan participants—members tend to develop more interest in the cost of benefits and share in the responsibility for the overall success of the plan
- Willingness to explore change—a sense of ownership creates increased interest in thinking outside the box
- Members are more empowered to adopt wellness and disease management programs, as well as consumer-driven health plans and clinic collaboration that can positively impact future plan costs
- Ancillary benefits such as life, disability, accident, cancer, critical illness, dental and vision can also be purchased through a single large-group contract

2

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NEW TRUST DISCUSSIONS

July 25, 2019

After initial establishment, our Indiana Trust and Consortium clients maintained relatively static membership, then had significant growth, causing many to close membership to new corporations. Specific membership criteria has been established by each group to assure compliance with overall Trust or Consortium philosophies and best practices, as well as to allow for an up-front financial review of potential members that will measure the impact of a new partnership. Trust and Consortium growth is best accomplished when it is *mutually* beneficial.

RE Sutton & Associates is proud to serve as the Benefit Consultant to six (6) Indiana school Trusts and four (4) Indiana school Consortia. These groups have grown into successfully managed organizations. While we continue to see double digit health trends, the Trusts and Consortia have averaged far better performance records over the long term. This has allowed them to develop and implement a menu of plan options providing each employee with a chance to select coverage that best meets their specific needs. Through continued expansion of wellness efforts and other innovative concepts such as employee Wellness Centers, the Consortium and Trust arrangements are expected to remain strong.

Ongoing Interest in Trust and Consortium partnerships are expected to continue among Indiana schools that are looking to form alliances that will allow them to be part of one of these successful large groups, and to help them preserve the stability of their employee benefit plan.

Our Trusts and Consortia

Central Indiana School Employees' Insurance Trust
 East Central Indiana School Trust
 Greater Randolph County Insurance Consortium
 Hoosier Heartland School Trust
 Midwest Area School Employees' Insurance Trust
 North Central Indiana School Insurance Consortium
 Northeast Indiana School Insurance Consortium
 Porter County schools Employees' Insurance Trust
 Southeastern Indiana School Insurance Consortium
 Wabash Valley/West Central Indiana School Insurance Trust

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Gary Community School Corporation
Plan Modeling for Single Coverage

Based on 2020 contribution schedule and 2020 benefits/rates

Annual Premium/Cost for Health Plan Designs			
	Cigna	Plan 1 - PPO	Plan 2 - HDHP 1
Single	\$11,100	\$11,362	\$7,766
Employee + Child(ren)	\$25,476	\$26,078	\$19,415
Employee + Spouse	\$25,476	\$26,078	\$19,415
Family	\$25,476	\$26,078	\$19,415
Annual Contribution Levels			
	Cigna	Plan 1 - PPO	Plan 2 - HDHP 1
Single	\$6,880	\$8,090	\$6,213
Employee per Year	\$2,220	\$2,272	\$1,553
Family	\$20,381	\$20,862	\$15,532
Employee per Year	\$5,095	\$5,216	\$3,883

Out of Pocket Expenses - for Singles			
High Plan Utilizers	Cigna	PPO	HDHP 1
2 - 8 day hospital stays	\$5,000	\$1,500	\$3,000
20 office visits	OOP Met	OOP Met	OOP Met
12 brand formulary Rx	OOP Met	\$360	OOP Met
24 generic Rx	OOP Met	\$360	OOP Met
HSA Contributions	\$0	N/A	\$0
Total OOP Expense	\$5,000	\$2,220	\$3,000
Premiums Paid by EE	\$2,220	\$2,272	\$1,553
Total Employee Cost	\$7,220	\$4,492	\$4,553
Out of Pocket Expenses - for Singles			
Medium Plan Utilizers	Cigna	PPO	HDHP 1
1 outpatient procedure	\$700	\$740	\$1,700
8 office visits	372	\$180	\$540
6 brand formulary Rx	144	\$180	\$480
12 generic Rx	\$0	\$180	\$300
HSA Contributions	\$0	N/A	\$0
Total OOP Expense	\$2,306	\$1,280	\$3,020
Premiums Paid by EE	\$2,220	\$2,272	\$1,553
Total Employee Cost	\$4,526	\$3,552	\$4,573
Out of Pocket Expenses - for Singles			
Low Plan Utilizers	Cigna	PPO	HDHP 1
0 hospital claims	0	\$0	\$0
2 office visits	180	\$60	\$180
2 brand formulary Rx	160	\$60	\$160
4 generic Rx	100	\$60	\$100
HSA Contributions	\$0	N/A	\$0
Total OOP Expense	\$440	\$180	\$440
Premiums Paid by EE	\$2,220	\$2,272	\$1,553
Total Employee Cost	\$2,660	\$2,452	\$1,993

Assumes costs of \$2,800 for an inpatient day, \$1,700 for an outpatient procedure, \$90 for an office visit, \$60 for a brand retail prescription, and \$25 for a generic retail prescription.

Plan Modeling for Family Coverage

Gary Community School Corporation
Based on 2020 contribution schedule and 2020 benefits/rates

Annual Premium Cost for Health Plan Designs				
	Cigna	Plan 1 - PPO	Plan 2 - HDHP 1	Plan 3 - HDHP 2
Single	\$11,100	\$11,362	\$7,766	\$5,893
Employee + Child(ren)	\$25,478	\$26,078	\$19,415	\$14,732
Employee + Spouse	\$25,478	\$26,078	\$19,415	\$14,732
Family	\$25,478	\$26,078	\$19,415	\$14,732
Annual Contribution Levels				
Single				
Employer per Year	\$8,880	\$9,090	\$6,213	\$4,714
Employee per Year	\$2,220	\$2,272	\$1,553	\$1,179
Family				
Employer per Year	\$20,381	\$20,862	\$15,532	\$11,788
Employee per Year	\$5,085	\$5,216	\$3,883	\$2,946

* Family Annual Savings is shown based on the plan the employee is currently enrolled. (i.e. if an employee is currently enrolled in the Family PPO Plan, they could save \$2,283 by switching to HDHP 2 and deposit that savings into their Health Saving Account up to the IRS allowable annual maximum.)

Employees may also choose to make deposits into the HSA account. Some of this money could come from the premium savings that employees would experience by switching from a higher cost plan to an HDHP plan.

Those employees who are currently depositing money into a Section 125 FSA account could enroll in the HSA and deposit that same amount into an HSA account which doesn't have the "use it or lose it rule" that FSAs have.

No matter which plan an employee is in, them and their covered dependents have access to the on-site clinic. There is no out-of-pocket office visit expense when using the clinic, and most generic medications are available at no cost through the clinic.

Out of Pocket Expenses for Families of 4				
High Plan Utilizer:	Cigna	PPO	HDHP 1	HDHP 2
2 - 3 day hospital stays for each	\$10,000	\$5,000	\$6,000	\$12,000
20 office visits for each	OOP Met	OOP Met	OOP Met	OOP Met
12 brand formulary Rx for each	OOP Met	\$1,440	OOP Met	OOP Met
24 generic Rx for each	OOP Met	\$1,440	OOP Met	OOP Met
HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$10,000	\$5,880	\$6,000	\$12,000
Premiums Paid by EE	\$5,095	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$15,095	\$11,096	\$9,883	\$14,946
Out of Pocket Expenses for Families of 4				
Medium Plan Utilizer:	Cigna	PPO	HDHP 1	HDHP 2
1 outpatient procedure for each	\$4,840	\$2,160	\$6,000	\$6,800
6 office visits for each	\$648	\$720	OOP Met	\$2,160
6 brand formulary Rx for each	\$576	\$720	OOP Met	\$1,920
12 generic Rx for each	\$360	\$720	OOP Met	\$1,120
HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$6,424	\$4,320	\$6,000	\$12,000
Premiums Paid by EE	\$5,095	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$11,519	\$9,536	\$9,883	\$14,946
Out of Pocket Expenses for Families of 4				
Low Plan Utilizer:	Cigna	PPO	HDHP 1	HDHP 2
0 hospital claims for each	\$0	\$0	\$0	\$0
2 office visits for each	\$720	\$240	\$720	\$720
2 brand formulary Rx for each	\$640	\$240	\$640	\$640
4 generic Rx for each	\$400	\$240	\$400	\$400
HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$1,760	\$720	\$1,760	\$1,760
Premiums Paid by EE	\$5,095	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$6,855	\$5,936	\$5,643	\$4,706

Assumes costs of \$2,800 for an inpatient day, \$1,700 for an outpatient procedure, \$90 for an office visit, \$80 for a brand retail prescription, and \$25 for a generic retail prescription.

Plan Modeling for Employee + Child(ren) Coverage

Gary Community School Corporation
Based on 2020 contribution schedule and 2020 benefit rates

Annual Premium Cost for Health Plan Designs				
	Cigna	Plan 1 - PPO	Plan 2 - HDHP 1	Plan 3 - HDHP 2
Single	\$11,100	\$11,362	\$7,766	\$5,893
Employee + Child(ren)	\$25,476	\$26,078	\$19,415	\$14,732
Employee + Spouse	\$25,476	\$26,078	\$19,415	\$14,732
Family	\$25,476	\$26,078	\$19,415	\$14,732
Annual Contribution Levels				
Employee + Child(ren)				
Employer per Year	\$20,381	\$20,862	\$15,532	\$11,786
Employee per Year	\$5,095	\$5,216	\$3,883	\$2,946
Employee + Spouse				
Employer per Year	\$20,381	\$20,862	\$15,532	\$11,786
Employee per Year	\$5,095	\$5,216	\$3,883	\$2,946

Out-of-Pocket Expenses for Employees with 2 children				
High Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2
2 - 3 day hospital stays for each	\$10,000	\$3,000	\$6,000	\$12,000
20 office visits for each	OOP Met	OOP Met	OOP Met	OOP Met
12 brand formulary Rx for each	OOP Met	OOP Met	OOP Met	OOP Met
24 generic Rx for each	OOP Met	OOP Met	OOP Met	OOP Met
HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$10,000	\$5,160	\$6,000	\$12,000
Premiums Paid by EE	\$5,095	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$15,095	\$10,376	\$9,883	\$14,946
Out-of-Pocket Expenses for Employees with 2 children				
Medium Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2
1 outpatient procedure for each	\$4,330	\$1,820	\$5,100	\$5,100
8 office visits for each	\$485	\$540	\$900	\$1,620
6 brand formulary Rx for each	\$432	\$540	OOP Met	\$1,440
12 generic Rx for each	\$270	\$540	OOP Met	\$900
HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$5,518	\$3,440	\$5,000	\$9,060
Premiums Paid by EE	\$5,095	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$10,613	\$8,656	\$8,883	\$12,006
Out-of-Pocket Expenses for Employees with 2 children				
Low Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2
0 hospital claims for each	\$0	\$0	\$0	\$0
2 office visits for each	\$540	\$180	\$540	\$540
2 brand formulary Rx for each	\$480	\$180	\$480	\$480
4 generic Rx for each	\$300	\$180	\$300	\$300
HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$1,320	\$540	\$1,320	\$1,320
Premiums Paid by EE	\$5,095	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$6,415	\$5,756	\$5,203	\$4,266

Assumes costs of \$2,000 for an inpatient day, \$1,700 for an outpatient procedure, \$90 for an office visit, \$90 for a brand name prescription, and \$25 for a generic retail prescription.

*Employee + Child(ren) Annual Savings is shown based on the plan fee employee is currently enrolled. (i.e. If an employee is currently enrolled in the Employee + Child(ren) PPO Plan, they would save \$2,269 by switching to HDHP 2 and deposit that savings into their Health Saving Account up to the IRS allowable annual maximum.)

Employees may also choose to make deposits into the HSA account. Some of this money could come from the premium savings that employees would experience by switching from a higher cost plan to an HDHP plan.

These employees who are currently depositing money into a Section 125 FSA account could enroll in the HSA and deposit that same amount into an HSA account which doesn't have the "use it or lose it rule" that FSAs have.

No matter which plan an employee is in, them and their covered dependents have access to the on-site clinic. There is no out-of-pocket office visit expense when using the clinic, and most generic medications are available at no cost through the clinic.

Plan Modeling for Employee + Spouse Coverage

Out-of-Pocket Expenses for Employees with spouse									
High Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2	High Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2
2 - 3 day/hospital stays for each	\$10,000	\$3,000	\$6,000	\$12,000	20 office visits for each	\$0	\$0	\$0	\$0
12 brand formulary Rx for each	\$720	\$720	\$720	\$720	12 brand formulary Rx for each	\$0	\$0	\$0	\$0
24 generic Rx for each	\$0	N/A	\$0	\$0	24 generic Rx for each	\$0	N/A	\$0	\$0
HSA Contributions	\$10,000	\$4,440	\$6,000	\$12,000	HSA Contributions	\$10,000	\$4,440	\$6,000	\$12,000
Total OOP Expense	\$5,085	\$5,216	\$3,883	\$2,946	Total OOP Expense	\$5,085	\$5,216	\$3,883	\$2,946
Premiums Paid by EE	\$15,095	\$9,656	\$9,883	\$14,946	Premiums Paid by EE	\$15,095	\$9,656	\$9,883	\$14,946
Total Employee Cost	\$20,381	\$15,532	\$13,767	\$17,892	Total Employee Cost	\$20,381	\$15,532	\$13,767	\$17,892
Out-of-Pocket Expenses for Employees with spouse									
Medium Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2	Medium Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2
1 outpatient procedure for each	\$3,400	\$1,480	\$3,400	\$3,400	1 outpatient procedure for each	\$3,400	\$1,480	\$3,400	\$3,400
6 office visits for each	\$744	\$360	\$1,080	\$1,080	6 office visits for each	\$744	\$360	\$1,080	\$1,080
6 brand formulary Rx for each	\$288	\$360	\$360	\$360	6 brand formulary Rx for each	\$288	\$360	\$360	\$360
12 generic Rx for each	\$180	\$360	\$360	\$360	12 generic Rx for each	\$180	\$360	\$360	\$360
HSA Contributions	\$0	N/A	\$0	\$0	HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$4,512	\$2,560	\$6,000	\$6,040	Total OOP Expense	\$4,512	\$2,560	\$6,000	\$6,040
Premiums Paid by EE	\$5,085	\$5,216	\$3,883	\$2,946	Premiums Paid by EE	\$5,085	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$9,707	\$7,776	\$9,883	\$8,986	Total Employee Cost	\$9,707	\$7,776	\$9,883	\$8,986
Out-of-Pocket Expenses for Employees with spouse									
Low Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2	Low Plan Utilizer	Cigna	PPO	HDHP 1	HDHP 2
0 hospital claims for each	\$0	\$0	\$0	\$0	0 hospital claims for each	\$0	\$0	\$0	\$0
2 office visits for each	\$360	\$120	\$360	\$360	2 office visits for each	\$360	\$120	\$360	\$360
2 brand formulary Rx for each	\$320	\$120	\$320	\$320	2 brand formulary Rx for each	\$320	\$120	\$320	\$320
4 generic Rx for each	\$200	\$120	\$200	\$200	4 generic Rx for each	\$200	\$120	\$200	\$200
HSA Contributions	\$0	N/A	\$0	\$0	HSA Contributions	\$0	N/A	\$0	\$0
Total OOP Expense	\$880	\$360	\$880	\$880	Total OOP Expense	\$880	\$360	\$880	\$880
Premiums Paid by EE	\$5,085	\$5,216	\$3,883	\$2,946	Premiums Paid by EE	\$5,085	\$5,216	\$3,883	\$2,946
Total Employee Cost	\$5,975	\$5,576	\$4,763	\$3,826	Total Employee Cost	\$5,975	\$5,576	\$4,763	\$3,826

Assumes costs of \$2,800 for an inpatient day, \$1,700 for an outpatient procedure, \$80 for an office visit, \$80 for a brand retail prescription, and \$25 for a generic retail prescription.

Annual Premium Cost for Health Plan Designs
Based on 2020 contribution schedule and 2020 benefit rates

	Cigna	Plan 1 - PPO	Plan 2 - HDHP 1	Plan 3 - HDHP 2
Single	\$11,100	\$11,362	\$7,786	\$5,893
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Employee + Spouse	\$25,476	\$26,078	\$19,415	\$14,732
Family	\$25,476	\$26,078	\$19,415	\$14,732
Annual Contribution Levels				
Employee + Child(ren)	\$20,381	\$20,862	\$15,532	\$11,786
Employee per Year	\$5,095	\$5,216	\$3,883	\$2,946
Employee + Spouse	\$20,381	\$20,862	\$15,532	\$11,786
Employee per Year	\$5,095	\$5,216	\$3,883	\$2,946

*Employee + Spouse Annual Savings is shown based on the plan the employee is currently enrolled. (i.e. if an employee is currently enrolled in the Employee + Spouse PPO Plan, they could save \$2,289 by switching to HDHP 2 and deposit that savings into their Health Savings Account up to the IRS allowable annual maximum.)

Employees may also choose to make deposits into the HSA account. Some of this money could come from the premium savings that employees would experience by switching from a higher cost plan to an HDHP plan.

Those employees who are currently depositing money into a Section 125 FSA account could enroll in the HSA and deposit that same amount into an HSA account which doesn't have the "use it or lose it rule" that FSAs have.

No matter which plan an employee is in, them and their covered dependents have access to the on-site clinic. There is no out-of-pocket office visit expense when using the clinic, and most generic medications are available at no cost through the clinic.



NEW TRUST DISCUSSIONS

July 25, 2019

Advantages of Wellness Centers

- Lower healthcare costs for both employer and employee
- Increased participation in preventive care
- Empowering employees to manage chronic conditions
- Identify conditions early
- Convenient access to high-quality care, reducing absenteeism
- Increased productivity
- Reduces stress
- Building a culture of health
- Challenges faced by wellness program
- Attract and retain employees, making you an employer of choice
- Customizable benefits

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Wellness for Life Description of Services



Our clinics provide a wide range of services customized to your company's size and goals.

Service Type	Standard Services	Optional Services
Primary Care <ul style="list-style-type: none"> Physical Exams Episodic Care Pediatrics Prescription Management Care Coordination and Management Minor Procedures and Injections 	<input checked="" type="checkbox"/>	
Preventative Care <ul style="list-style-type: none"> Health and Lifestyle Coaching Preventative Screens Health Risk Assessments Fitness and Nutrition Coaching Immunizations and Injections 	<input checked="" type="checkbox"/>	
Urgent Care <ul style="list-style-type: none"> Suturing/basic wound care Sprains and Strains Rashes Basic Splinting 	<input checked="" type="checkbox"/>	
Care Management <ul style="list-style-type: none"> Patient Advocacy Value-Based Referral Management Care Coordination Data and Medical Records Management 	<input checked="" type="checkbox"/>	
Chronic Disease Management <ul style="list-style-type: none"> Active Disease Registry Monitoring Clinical Risk Modeling, Monitoring and Intervention Patient Education and Coaching Treatment Management Medication Management Care Coordination 	<input checked="" type="checkbox"/>	
On-site Rx Dispensing and E-Prescribing	<input checked="" type="checkbox"/>	
Labs Collection and Processing	<input checked="" type="checkbox"/>	
Virtual Specialty Consultations and Network	<input checked="" type="checkbox"/>	
After-Hours Patient Support with Tele-Health Capabilities	<input checked="" type="checkbox"/>	
Wellness Services <ul style="list-style-type: none"> Dedicated Weight Management Program Individual Wellness Coaching Biometric Screenings Complete Body Composition Analysis 	<input checked="" type="checkbox"/>	

Wellness for Life Medical, LLC | Direct Care Solutions
 3495 S. 4th Street, Terre Haute, IN 47802
www.healthcare-redefined.com

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Wellness for Life Description of Services



Service Type (Continued)	Standard Services	Optional Services
Cardiometabolic Disease Management Program	<input checked="" type="checkbox"/>	
Value Referral Network <ul style="list-style-type: none"> Imaging Hospital Networks Specialty Consultations and Procedures Outpatient Surgery Centers 	<input checked="" type="checkbox"/>	
Occupational Health Services <ul style="list-style-type: none"> DOT Physicals First Line Treatment of Injuries Employment Screenings Ongoing Testing and Evaluation Case Management and Coordination 		<input checked="" type="checkbox"/>
Discounted Name-Brand Rx Program		<input checked="" type="checkbox"/>
Destinations of Care Program for Major Procedures		<input checked="" type="checkbox"/>
Virtual Sleep Labs Sleep Apnea Program		<input checked="" type="checkbox"/>
Musculoskeletal Disease Management		<input checked="" type="checkbox"/>
PBM Optimization Program		<input checked="" type="checkbox"/>
Behavioral Health Program		<input checked="" type="checkbox"/>
Specialty Rx Management Program		<input checked="" type="checkbox"/>
Brand-Name Rx Dispensing Program		<input checked="" type="checkbox"/>

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6. Chronic Disease Management	6
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8. Cardiometabolic Disease Management Program	11
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10. Behavioral Health Management Program	12
11. Virtual Sleep Labs Sleep Apnea Program	12
12. Occupational Health Services	13
13. Musculoskeletal Disease Management Program	13
14. Brand-Name Rx Dispensing Program	14
15. Specialty Rx Management Program	15

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3495 S. 4th Street, Terre Haute, IN 47802
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PORTER TRUST

EAST CHICAGO VIRTUAL CLINIC

1401 144th St. East Chicago, IN 46312

Monday: 7:00a-4:00p. | Tuesday: 7:00a-4:00p. | Wednesday: 8:00a-5:00p.
Thursday: 8:00a.-5:00p. | Friday: 7:00a.-4:00p.

KNOX HEALTH & WELLNESS CENTER

307 Carlson Dr. Knox, IN 46534

Tuesday: 7:00a.-5:00p. | Thursday: 6:00a.-4:00p.

VALPARAISO HEALTH & WELLNESS CENTER

2801 Bertholet Blvd, Suite 201 Valparaiso, IN 46383

Monday: 7:00a.-6:00p. | Wednesday: 6:00a.-5:00p. | Friday: 7:00a.-4:00p.

MERRILLVILLE HEALTH & WELLNESS CENTER

8688 Broadway Merrillville, IN 46410

Monday: 7:00a-4:00p. | Tuesday: 6:00a-5:00p. | Wednesday: 7:00a-6:00p.
Thursday: 7:00a.-6:00p. | Saturday: 7:00a.-12:00p.

DUNELAND HEALTH & WELLNESS CENTER

411 S 5th St., Chesterton, IN 46304

Monday: 6:00a.-4:30p. | Tuesday: 9:00a.-6:00p. | Wednesday: 9:00a.-6:00p.
Thursday: 7:00a.-1:30p. | 1st Saturday: 8:00a.-12:00p.
219-728-4383 | www.dsc.healthcare-redefined.com

CALL TO MAKE A FREE APPOINTMENT: 844-458-2800

AFTER-HOURS LINE: 877-768-0082

www.porter.healthcare-redefined.com



WELLNESS FOR LIFE
HEALTHCARE REDEFINED
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Northwest Indiana School Insurance Trust
Gary Community School Corporation

Plan Selection Form

(for the period January 1, 2020 to December 31, 2020)

- Check the appropriate box below to indicate your choice of health coverage.

	Plan 1 - PPO	Plan 2 - HDHP 1	Plan 3 - HDHP 2
	<i>Network</i>	<i>Network</i>	<i>Network</i>
Deductible (Single/Family)	\$500 / \$1,000	\$3,000 / \$6,000	\$6,000 / \$12,000
Coinsurance	20%	0%	0%
Out-of-Pocket Max (Single/Family)	\$1,500 / \$3,000	\$3,000 / \$6,000	\$6,000 / \$12,000
Physician Office Visit (PCP/SCP)	\$30/\$30	Deductible/Coinsurance	Deductible/Coinsurance
Physician Office Visit (PCP) for children under the age of 19	\$0	NCS	NCS
Preventive Care	NCS	NCS	NCS
Emergency Room	\$200	Deductible/Coinsurance	Deductible/Coinsurance
Urgent Care	\$50	Deductible/Coinsurance	Deductible/Coinsurance
Rx Copay			
Retail			
Tier 1	\$15		
Tier 2	\$30	Deductible/Coinsurance	Deductible/Coinsurance
Tier 3	\$50		
Mail Order (90 Day Supply)	2x Copay		

This represents simply a summary of the benefit plans. Please see your United Healthcare Certificate for complete detail. Coinsurance Reimbursement percentages are subject to the deductible unless otherwise indicated.

- I choose to enroll in: Plan 1 ☐ Plan 2 ☐ Plan 3 ☐

OR

Waiver of Coverage: ☐ I certify that I have been given an opportunity to apply for the Plan Sponsor's group health coverage and after careful consideration, have decided not to take advantage of this offer.

(Please check one)

Name: _____ Social Security Number: _____

School: Gary Community School Corporation Date: _____

Signature: _____

Employees and their eligible dependents that do not enroll in the group health plan when first eligible OR during the annual Open Enrollment Period will not be permitted to enroll until the next Open Enrollment Period OR unless a qualifying event (as defined by federal HIPAA guidelines) occurs. Enrollment forms must be completed within 31 days of the HIPAA event. For additional information regarding HIPAA special enrollment events, contact your HR Department.

The benefit descriptions outlined in this presentation are intended to be a brief outline of coverage and are not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Gary School Employee Health Insurance Cost Comparison 2019 vs 2020

[illegible]

*** Includes Wellness Clinic Benefit**

Draft: December 3, 2019

**AGREEMENT AND DECLARATION OF TRUST
OF THE NORTHWEST INDIANA SCHOOL INSURANCE TRUST**

THIS AGREEMENT AND DECLARATION OF TRUST is agreed upon this ____ day of December, 2019 by and between GARY COMMUNITY SCHOOL CORPORATION, NORTH JUDSON-SAN PIERRE SCHOOL CORPORATION, SCHOOL TOWN OF HIGHLAND and TRI CREEK SCHOOL CORPORATION and the undersigned Trustees.

WITNESSETH:

WHEREAS, Indiana law permits two or more local public employers to establish a common and unified plan of group insurance for employees, including retired local employees (Indiana Code § 5-10-8-5);

WHEREAS, the Participating Employers wish to work together to establish a collaborative health benefit arrangement for Indiana school corporations;

WHEREAS, to effectuate this collaborative effort, the parties hereby enter into this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust;

NOW THEREFORE, in consideration of the mutual promises, terms, conditions and covenants contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following definitions shall govern the following terms for the purpose of this Trust Agreement:

1.1 “Annual Meeting” shall mean a meeting open to all Trustees that shall occur each year on or before December 1.

1.2 “Eligible Employee” means an employee of a Participating Employer who is eligible to participate in the health insurance program offered through the Participating Employer.

1.3 “Retired Employee” means:

- (a) A former employee of a Participating Employer who qualifies for a benefit under Indiana Code § 5-10-8-2.6 or any successor statutes;
- (b) A former employee who meets the group insurance participation requirements for retired employees established by the Participating Employer’s personnel policy; or
- (c) A surviving spouse who is entitled to continuation coverage under Indiana law.

1.4 “Majority Vote” shall mean an affirmative vote of a majority of the Trustees in attendance at the Annual Meeting or other scheduled meeting of the Trust.

1.5 “Participating Employer” includes Indiana school corporation, educational service center, educational cooperative or educational entity that adopts this Trust Agreement.

1.6 A “Quorum” is one more than half of the Trustees.

1.7 “Trust” shall mean the Northwest Indiana School Insurance Trust.

1.8 “Trust Agreement” means this Agreement and Declaration of Trust, as it may be amended from time to time.

1.9 “Trustee” shall mean an individual appointed as set forth in Article V.

ARTICLE II CREATION OF TRUST

2.1 Creation of Trust. The settlors, otherwise known as the Participating Employers, hereby declare and establish a trust known as the “Northwest Indiana School Insurance Trust.” Each of the Participating Employers will contemporaneously contribute to the Trust the sum of ten dollars (\$10.00). The Participating Employers may transfer to the Trust such other property, whether real or personal, tangible or intangible, as may be permitted by law. The Trustees agree to hold such property, and accretions and additions thereto from whatever source, subject to the terms and provisions of this Trust Agreement.

2.2 Purpose. This Trust is established for the purpose of providing medical coverage and related administrative services for the benefit of persons who may from time to time be beneficiaries hereunder.

2.3 Trust Assets. The Trustees shall hold and disburse all monies received from any Participating Employer under this Trust Agreement, and any other monies and property which may come into their hands hereunder, according to the powers and duties and for the purposes set out in this Trust Agreement.

2.4 Permissible Forms of Coverage. This Trust is authorized to function as a funding vehicle for medical, dental, vision and other benefit coverages for Eligible Employees, Retired Employees and their dependents.

ARTICLE III PREMIUM CONTRIBUTIONS AND COVERAGE OBLIGATIONS

3.1 Premium Contributions. Unless otherwise determined by the Trustees, each Participating Employer shall pay its required premium contribution to the Trust on or before the first (1st) day of each month. A Participating Employer that fails to pay its required premium

contribution on or before the first (1st) day of each month may be required to pay interest at the rate of three percent (3%) in excess of the prime rate at JPMorgan Chase Bank, N.A. or its successor, per annum, on all amounts due and unpaid. The Trustees shall also charge such Participating Employer any costs of collection of such due and unpaid amounts, including, but not limited to, reasonable attorney fees, court costs and other costs of collection.

3.2 Coverage Obligation. Each Participating Employer is required to provide medical coverage to its Eligible Employees exclusively through this Trust unless other medical coverage is approved by Majority Vote. The requirement set forth in this section 3.2 is intended to minimize the risks of adverse selection.

ARTICLE IV DURATION AND TERMINATION OF TRUST

4.1 Initial Membership Period; Continuation. The Trust herein created and this Trust Agreement shall exist for an initial term of three (3) years from the date of the execution hereof, and shall continue thereafter unless terminated by Majority Vote. In the event that a Majority Vote resolves to terminate the Trust, the Trust will continue past the date of the Trustees action to terminate this Trust and will terminate not less than sixty (60) days from the date of the Trustees' termination action. Notwithstanding any provision to the contrary, if the Trust shall violate any rule against perpetuities, accumulation or other similar law, the Trustees are hereby directed to terminate such Trust on the date limited by such rule or law.

4.2 Termination. In the event of termination of the Trust, the Trustees shall first apply all funds to pay any and all obligations of the Trust and shall distribute any remaining funds to each Participating Employer in proportion to its percentage of total premium payable during the previous six (6) month period. Notwithstanding the foregoing, a Participating Employer shall not be eligible upon termination of the Trust to receive any portion of the Trust

funds that were accumulated prior to the date that the Participating Employer entered into the Trust, unless specifically approved by an affirmative vote of three-quarters (3/4) of the Trustees and memorialized in a writing signed by the Trust and the Participating Employer.

All Participating Employers, regardless of the date that the Participating Employer entered into the Trust, shall be responsible if the Trust is unable to fulfill its financial obligations upon termination. In the case of any deficit, each Participating Employer shall be assessed in proportion to its percentage of total premium payable during the previous six (6) month period. For illustrative purposes only, assume that a Participating Employer contributed twenty percent (20%) of the total premium paid to the Trust during the prior six (6) month period. In the event of a deficit, the Participating Employer would be responsible for twenty percent (20%) of the total supplementary payment. Alternatively, the Trustees may require that any supplementary payments be made by each Participating Employer according to any other equitable formula.

ARTICLE V TRUSTEES

5.1 Appointment of Trustees. The school board of each Participating Employer that is an Indiana public school corporation shall appoint two Trustees to serve on the Trust. The school board shall appoint the superintendent of schools to serve as a Trustee for the Participating Employer. In the event that the superintendent notifies the board that s/he is unable to serve, the school board shall appoint another person employed in an administrative position for the Participating Employer to serve as a Trustee. The school board shall also appoint the president of the local education association to serve as a Trustee for the Participating Employer. In the event that the president of the local education association notifies the board that s/he is unable to serve, the school board shall appoint another employee of the Participating Employer

who is a member of the local education association to serve as a Trustee. All appointments of Trustees shall be in writing and delivered to the office of the Trust.

5.2 Compensation and Expenses. Trustees shall receive no compensation for their services as Trustees. The Trustees may be reimbursed by the Trust for all reasonable and necessary expenses which the Trustees may incur in the performance of their duties.

5.3 Liability of Trustees. It is the intention of the settlors (and consistent with the purposes of the Trust) that the Trustees carry out their duties without liability for the actions of others, including other Trustees, predecessor Trustees, agents, attorneys, employees, consultants, independent contractors or insurance carriers. No Trustee shall be liable or responsible for any acts or defaults of any other Trustee or predecessor Trustee, or for failing to compel any other Trustee not to breach the Trust, or for any loss or expense resulting from or occasioned by anything done or neglected to be done in the administration of the Trust prior to his becoming a Trustee, nor shall any successor Trustee be required to inquire into or take any notice of the prior administration of the Trust, compel a predecessor Trustee to deliver Trust property, or compel a predecessor Trustee to redress a breach of trust made by the predecessor Trustee. No Trustee acting hereunder shall be liable for any mistake in judgment or other action taken or omitted by him in good faith, nor for the acts of any insurance carrier, agent, consultant, employee, independent contractor or attorney; nor shall any Trustee be individually or personally liable for any of the obligations of the Trustees acting as such under the Trust. Trustees shall not be liable for claims brought by third parties for injuries suffered in connection with the Trust. Trustees shall not be responsible for the adequacy of contributions to the Trust that may be required to meet or pay the obligations of the Trust.

5.4 Indemnification. In the event and to the extent not insured against by an insurance company pursuant to the provisions of any applicable insurance policy, the Participating Employers and the Trust shall indemnify and hold harmless the Trustees from any and all claims, demands, suits or proceedings in connection with the Trust that may be brought by a Participating Employer or by any other person, corporation, entity, government or agency thereof; provided, however, that such indemnification shall not apply to a Trustee for such Trustee's acts of willful misconduct in connection with the Trust.

5.5 Meetings. The Trust shall conduct one Annual Meeting. It is anticipated that the Trust shall conduct at least two other meetings each calendar year. The Trust shall also hold such special meetings at such time and place as may be called by the Trust president. A Quorum shall be necessary to conduct business.

ARTICLE VI POWERS AND DUTIES OF THE TRUSTEES

6.1 Owners of Assets. The Trustees shall, subject to the Trust hereby created, be the owners of the assets held in Trust pursuant to this Trust Agreement and shall be entitled to exercise each and every incident of ownership not inconsistent therewith.

6.2 Safeguard Trust Assets. The Trustees shall deposit monies contributed by the Participating Employers to the Trust in such bank or banks that the Trustees may designate for that purpose, with all withdrawals of money from such bank or banks shall be made only by check, signed by the person or persons authorized by the Trustees to sign and countersign the same, or wire or other electronic fund transfer.

6.3 Service Providers. The Trustees shall be permitted to engage in any and all efforts deemed reasonable and appropriate to create and operate a cooperative health benefit arrangement for Indiana school corporations. Such efforts may include, but shall not be limited

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to, contracting with actuaries, accountants, attorneys, consultants, insurance companies, wellness consultants or other vendors.

6.4 Investments. The Trustees shall have the power and discretion to invest and reinvest any property of the Trust, which they consider not to be required for current expenditures, in federally insured savings accounts, certificates of deposit, money market accounts, or in bonds or other obligations of the United States or any other investments permitted by law, and may sell or otherwise dispose of any such investments at any time and from time to time as they see fit, subject only to any applicable legal and administrative regulations. Any interest or profits of any kind earned in such investments shall be deposited in the Trust's fund. Accordingly, the Trustees may invest any assets of the Trust that, in their sole and absolute discretion, are not required for current expenditures, in any form of investment permitted by Indiana law for governmental entities, and to sell or otherwise dispose of any such assets from time to time as the Trustees see fit. It is further acknowledged and understood that all investment authority regarding the Trust's assets shall reside with the Trustees and their designated representatives.

6.5 Full and Exclusive Authority. The Trustees shall have full and exclusive authority to administer the Trust in accordance with the terms and conditions hereof.

6.6 Interpretation of Trust Agreement. The Trustees will have full power and authority to construe the provisions of this Trust Agreement. Any such construction of this Trust Agreement shall be final, conclusive and binding upon all parties hereto, except if such construction is in clear and direct conflict with the specific language of this Trust Agreement.

6.7 Governance. The Trustees shall have the responsibility and the power to make rules and regulations for the government, management, and administration of the Trust to carry out the provisions of this Trust Agreement.

6.8 Other Powers. In addition to the specific powers enumerated herein, the Trustees and the Trustees' successors are hereby granted all the powers accorded Trustees under the Indiana Trust Code, as amended from time to time, except as to matters pre-empted by federal law. Furthermore, the Trustees shall have the authority to do all acts, whether or not expressly authorized, which may be necessary or proper for the protection of the property held hereunder or for the carrying out of any duty under this Trust Agreement, provided such acts are not in direct conflict with the terms of this Trust Agreement or applicable federal or state law.

6.9 Voting. All Trustees shall be afforded one (1) vote. The Trustees are encouraged to resolve all material issues impacting the Trust by consensus; however, in the event that consensus is not possible, the Trustees are authorized to act upon a Majority Vote except as otherwise noted by this Trust Agreement.

ARTICLE VII ACCOUNTING

7.1 Fiscal Year. The fiscal year of the Trust shall be from January 1 to December 31.

7.2 Books of Accounts and Records. The Trustees shall keep true and accurate books of accounts and records of all of their transactions as Trustees. A statement of the results of the audit, if any, shall be made available for inspection by interested persons at the office of the Trustees, or at such other place as may be designated by the Trustees. The Trustees shall not be obligated to deliver a written statement of accounts to an income beneficiary of the Trust, if any, or his personal representative on an annual basis. The terms of the Uniform Principal and Income Act shall not apply to this Trust.

7.3 Requests by Participating Employers. The Trustees shall within thirty (30) days furnish reports to Participating Employers upon request by a majority of the Participating Employers, and at reasonable intervals in the absence of a request, showing the financial condition of the Trust, the receipts and disbursements of the Trust, and such other pertinent information regarding the operation of the Trust as they or the Participating Employers may deem necessary or advisable.

ARTICLE VIII
ADDITION, WITHDRAWAL AND EXPULSION

8.1 New Participating Employers. New Participating Employers may join the Trust upon a Majority Vote. New Participating Employers are required to serve an initial membership period of three (3) years. New Participating Employers may be admitted subject to the payment of such sums or the imposition of such conditions as shall be established at the time an offer of participation in the Trust is made.

8.2 Withdrawal. No Participating Employer may withdraw from the Trust prior to the later of: (a) December 31, 2022; or (b) the conclusion of the Participating Employer's initial three (3) year membership period set forth in section 8.1. Thereafter, a Participating Employer may withdraw from participation in the Trust effective the first day of any Trust Year by delivering written notice of the withdrawal to the Trust at least twelve (12) months prior to the first day of that Trust Year. A Participating Employer shall pay to the Trustees all assessments due and payable preceding the effective date of the withdrawal. A Participating Employer that withdraws from the Trust shall not have any right or interest in any asset of the Trust. Notwithstanding any other provision in this Agreement, a Participating Employer may withdraw from the Trust if ordered by the Distressed Unit Appeals Board. The withdrawal shall be

effective as of the first day of the Trust Year that follows the date of the order by the Distressed Unit Appeals Board.

8.3 Rescission of Notice of Withdrawal. A Participating Employer that has given written notice of withdrawal to the Trust may rescind said notice within ninety (90) days after delivery of said notice of withdrawal. Such rescission shall be effective only if it is approved by a vote of two-thirds (2/3) of the Trustees. If written request to rescind is delivered more than ninety (90) days after notice of withdrawal was provided, but prior to the effective date of withdrawal, the withdrawal notice shall be rescinded only upon written approval by ninety percent (90%) of Trustees.

8.4 Consequences of Withdrawal. Participating Employers that withdraw from the Trust may not be readmitted to the Trust for three (3) years following the effective date of their withdrawal.

8.5 Expulsion. By the vote of at least two-thirds (2/3) of the entire membership of the Trustees, if a hearing is requested, any Participating Employer may be expelled. Such expulsion may be carried out for one or more of the following reasons:

- (a) Failure to make any payments due to the Trust.
- (b) Failure to comply with the terms of this Trust Agreement, including, but not limited to, the obligation to provide medical coverage exclusively through this Trust.
- (c) Failure to carry out any obligation of a Participating Employer which impairs the ability of the Trust to carry out its purpose or powers.

No Participating Employer may be expelled except after written notice from the Trustees of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The notice shall specify that the Participating Employer shall be expelled unless

the failure is cured and the date upon which expulsion shall occur if no hearing is requested. The Participating Employer, in writing, may request a hearing before the Trust. The request shall be made prior to the date by which the failure is to be cured. The date for the hearing will be set by the President, who shall call for a Trust meeting to take place. The date for a hearing shall not be less than seven (7) days after the expiration of the time to cure has passed. A decision by the Trust to expel a Participating Employer after notice and hearing and a failure to cure the alleged defect shall be final unless the Trust shall be found by a court to have committed a gross abuse of discretion. After a hearing, the Trustees may establish the date at which the expulsion of the Participating Employer shall be effective at any time not less than forty (40) days after the vote expelling the Participating Employer has been made by the Trustees. If the expulsion is for a failure to make payments due to the Trust the effective date of the expulsion may be at any time after the vote expelling the Participating Employer. Also, if the date of expulsion is less than forty (40) days before the beginning of the next fiscal year, the Trust may expel at the end of the fiscal year. If the motion to expel the Participating Employer made by the Trustees or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place forty (40) days after the vote expelling the Participating Employer, or at the beginning of the next fiscal year, whichever date is sooner. After expulsion, the former Participating Employer shall continue to be fully obligated for all obligations which were created during the term of its membership as if it was still a Participating Employer of the Trust.

ARTICLE IV ACCESS TO CLAIMS EXPERIENCE

9.1 Access to Limited Claims Information. A Participating Employer shall be entitled to limited claims information relating to the Trust only upon submission of a written notice of withdrawal in accordance with Article VIII. Upon submission of a written notice of withdrawal,

the Trust shall provide the Participating Employer with the following information for the previous thirty-six (36) months (if available) or any lesser period as requested by the Participating Employer: (1) total claims experience relating to the Participating Employer; (2) large claims experience relating to the Participating Employer; (3) premium payments and enrollment figures relating to the Participating Employer; and (4) rate history relating to the Participating Employer. This information shall be provided by the insurance consultant within a reasonable period of time upon request by a Participating Employer that has submitted a written notice of withdrawal. The Trust or its insurance consultant shall not make any such disclosure if such disclosure would violate any federal, state or local laws, including, but not limited to, the HIPAA Privacy Rule.

ARTICLE X MISCELLANEOUS

10.1 Amendment. This Trust Agreement may be amended in writing at any time by an affirmative vote of eighty percent (80%) of the Trustees in attendance at a scheduled meeting of the Trustees. The Participating Employers appoint the Trustees as attorney-in-fact for purposes of amending and terminating the Trust Agreement.

10.2 Governing Law. This Trust is created and accepted in the State of Indiana and all questions pertaining to the validity or construction of this Trust Agreement and of the acts and transactions of the parties hereto shall be determined in accordance with the laws of the State of Indiana, except as to matters governed by federal law. Unless otherwise required by law or the Trustee, all disputes shall be litigated in Lake County, Indiana.

10.3 Tax-Exempt Status. The Trust is an organization formed, operated and funded by political subdivisions to pool their health insurance risks. The Trust is intended to qualify for

exemption from federal taxation under section 115(1) of the Internal Revenue Code of 1986, as amended. See Revenue Ruling 90-74.

10.4 Specific Provisions. Should any provision of this Trust Agreement be held to be unlawful, or unlawful as to any person or instance, such fact shall not adversely affect the other provisions herein contained or the application of said provisions to any other person or instance, unless such illegality shall make impossible the functioning of the plan.

10.5 Persons Dealing With The Trustees. No person, firm or corporation dealing with the Trustees shall be obligated to see to the application of any property of the Trust, or be obligated to see that the terms of the Trust have been complied with, or be obligated to enquire into the necessity or expediency of any act of the Trustees, and every instrument executed by any Trustees shall be conclusive in favor of any person, firm or corporation relying thereon, that:

- (a) At the time of delivery of said instrument the Trust was in full force and effect.
- (b) Said instrument was effected in accordance with the terms and conditions of this Trust Agreement, and
- (c) The Trustee or Trustees, as the case may be, were duly authorized and empowered to execute such instrument.

10.6 Signatures. Each Participating Employer shall execute this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust pursuant to a binding resolution of its governing board authorizing and directing said signatory to enter the Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust on behalf of said Participating Employer, and that said resolution was adopted in public session in compliance with law.

10.7 Execution in Counterparts. This Trust Agreement may be signed in multiple counterparts, and each counterpart shall be deemed part of a single, integrated instrument.

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IN WITNESS WHEREOF, the following Trustees enter into this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust with the Participating Employers, and agree to abide by the terms and conditions of the Agreement and Declaration of Trust, as it may be amended from time to time by the Trustees.

GARY COMMUNITY SCHOOL CORPORATION

Dr. Pete Morikis

Date

Date

IN WITNESS WHEREOF, the following Trustees enter into this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust with the Participating Employers, and agree to abide by the terms and conditions of the Agreement and Declaration of Trust, as it may be amended from time to time by the Trustees.

NORTH JUDSON-SAN PIERRE SCHOOL CORPORATION

Dr. Annette Zupin

Eric Gappa

Date

Date

IN WITNESS WHEREOF, the following Trustees enter into this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust with the Participating Employers, and agree to abide by the terms and conditions of the Agreement and Declaration of Trust, as it may be amended from time to time by the Trustees.

SCHOOL TOWN OF HIGHLAND

Brian J. Smith

Marc Ryser

Date

Date

IN WITNESS WHEREOF, the following Trustees enter into this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust with the Participating Employers, and agree to abide by the terms and conditions of the Agreement and Declaration of Trust, as it may be amended from time to time by the Trustees.

TRI CREEK SCHOOL CORPORATION

Dr. Rod Gardin

Monica Scheidt

Date

Date

IN WITNESS WHEREOF, School Town of Highland enters into this Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust with the Participating Employers and the Trustees, and agrees to abide by the terms and conditions of the Agreement and Declaration of Trust, as it may be amended from time to time by the Trustees.

SCHOOL TOWN OF HIGHLAND

Brian J. Smith, Superintendent

Patrick Krull, Board President

Date

Date

State of Indiana)
)SS:
County of _____)

Before me, a Notary Public in and for said County and State, personally appeared Brian J. Smith and Patrick Krull, by me known and by me known to be the Superintendent and Board President, respectively, of the School Town of Highland, who acknowledged the execution of the foregoing "Agreement and Declaration of Trust of the Northwest Indiana School Insurance Trust" on behalf of said organization.

WITNESS my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:

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